



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

June 5, 2015
Bureau of Turnpikes

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council.
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to exercise contract renewal options with Telvent USA, LLC (TELVENT) (Vendor # 201786) of Austin, TX 78701 for the second of two 3-year contract extensions for toll maintenance services at Hampton Mainline Toll Plaza, and Hooksett Mainline Toll Plaza, in an amount not to exceed \$1,227,032 beginning on July 1, 2015 through June 30, 2018. This contract amendment increases the original contract from \$4,184,876 to \$5,411,908. The original contract was approved by Governor and Council on August 19, 2009, item #255 and amended on May 23, 2012, item #103. 100% Turnpike Funds.

Funding is available as follows with the authority to adjust encumbrances for the State fiscal year through the Budget Office if needed and justified.

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
04-96-96-961017-7050			
Toll System Maintenance Expenses			
024-500225 Contract Repairs –Equipment	\$343,720	\$587,240	\$296,072

Funding for FY 2016, FY 2017 and FY 2018 is contingent upon availability and continued appropriation of funds.

EXPLANATION

On August 19, 2009, Governor and Council approved the original contract with TELVENT for the installation and maintenance of Open Road Tolling (ORT) at Hampton Mainline Toll Plaza to be effective for a 3-year period through June 30, 2012. The contract also included provisions for installation of ORT at Hooksett Mainline Toll Plaza and for two 3-year maintenance extensions for Hampton and Hooksett ORT through June 30, 2018.

On May 23, 2012, Governor and Council approved contract amendment #1 with TELVENT for the maintenance of ORT at Hampton Mainline Toll Plaza and for the installation and maintenance of ORT at Hooksett Mainline Toll Plaza to be effective for a 3-year period through June 30, 2015.

This request is for a three-year continuation of TELVENT'S maintenance contract for the Hampton and Hooksett ORT lanes covering FY 2016, FY 2017 and FY 2018. This is the last of two 3-year extensions that were included in the original contract. Following this contract extension, the Department will be issuing a Request for Proposal for future ORT maintenance efforts. TELVENT has and will continue to provide emergency and preventative maintenance of the ORT equipment, twenty-four hours a day and seven days a week. This is particularly important in regard to *E-ZPass* toll collection equipment. The funding of the toll system maintenance portion of the contract will cover the following:

- TELVENT maintenance staff labor costs
- New and replacement toll system parts & installation
- Software enhancements and upgrades
- Damage to equipment due to weather or accidents

Maintenance costs have been calculated using the base in-lane maintenance costs adjusted by 3.5% per year for FY 2016, FY 2017 and FY 2018 per the original contract agreement. It also includes \$35,000 each year for maintenance contingencies. These contingencies are needed for unanticipated repairs and/or replacements of damage items such as motor vehicle accidents, unforeseen maintenance repairs or weather events (i.e. lightning strikes can cost up to \$25,000 per event). Also included in the contract amendment are the following required software and equipment updates:

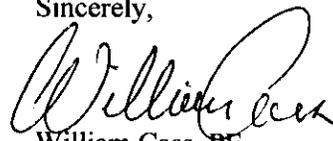
- IDRIS which is the loop system within the concrete pavement that provides the data for the Automatic Vehicle Detection and Classification system. The existing firmware of the Hampton Plaza is out dated and will not be supported by IDRIS by the end of the calendar year. Cost for programing, testing and implementation of updated firmware is \$65,000. Hooksett Plaza was constructed with the updated IDRIS firmware.
- Replacement of the existing Kapsch Readers with Kapsch multiprotocol readers to be compatible and in sync with the adjacent Lane System Readers and to support national interoperability, which is mandated by the federal government by October 2016. Kapsch readers are the equipment that communicates with and picks up the transponder in the vehicles. Multiprotocol readers will have the ability to communicate with and pick up two protocols, the first being the current E-ZPass protocol and the second being the national protocol, when that is identified in the near future. Progress is being made at the national level with the aid of the Interagency group (IAG) and International Bridge, Tunnel and Turnpike Association (IBTTA) to identify the national protocol. Once identified and implemented, travelers with the national protocol transponder will be able to travel on all toll facilities from NH to Florida and to the west with one transponder and one account. Cost for programing changes, testing, implementation and equipment \$300,000.

TELVENT installed the Hampton and Hooksett ORT systems and over the past several years of their maintenance contract, has demonstrated their ability to provide timely routine maintenance, and respond quickly and efficiently to unscheduled events to ensure the ORT systems at these Plazas operate at a high level, . As such the Department recommends that TELVENT be awarded the three-year contract extension.

The contract has been approved by the Attorney General as to form and execution. Funding for FY 2016, FY 2017 and FY 2018 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,


William Cass, PE
Assistant Commissioner

cc: C. Waszczuk, J. Corcoran



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 11, 2015

William Cass, PE
Assistant Commissioner
State of New Hampshire
Department of Transportation
John O. Morton Bldg., 7 Hazen Drive
Concord, NH 03302-0483

Dear Assistant Commissioner Cass:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Telvent USA, LLC (Telvent) of Austin Texas as described below and referenced as DoIT number 2010-007B as described below.

This contract amendment is for a three-year continuation of Telvent's maintenance contract for the Hampton and Hooksett Open Road Tolling (ORT) lanes covering FY 2016 through 2018. Telvent will provide emergency and preventative maintenance of the ORT equipment, twenty-four hours a day, and seven days a week. Upon Governor and Executive Council Approval, this amendment increases the contract value by \$1,227,032 from \$4,184,876 to \$5,411,908 and changes the end date to June 30, 2018.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet'.

Denis Goulet

DG/dcp
DoIT 2010-007B

cc: John Corcoran, PE, Department of Transportation, Senior Engineer, Bureau of Turnpikes



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING
Bureau of Turnpikes - Contract #-2010-007
CONTRACT AMENDMENT 2**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2010-007, on August 19, 2009, Item #255 (herein after referred to as the "Agreement"), Telvent USA, LLC (hereinafter referred to as "Vendor" or "TELVENT") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Governor and Council approved an amendment to the Agreement (Contract #2010-007, State Contract #5000026) between the State of New Hampshire Department of Transportation and Telvent USA, LLC (Telvent) (VC# 201786) of Austin, Texas on May 23, 2012 Item # 103, to be effective through June 30, 2015;

WHEREAS, the Parties now wish to amend the Agreement further as set forth in this Second Amendment;

WHEREAS, TELVENT and the Department have agreed to amend the Agreement in certain respects:

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

I. Statement of Work of the Agreement is hereby amended as follows:

1. General Provisions of the Agreement are hereby amended as follows:

- a. Amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of 06/30/2015 and adding a new completion date of 06/30/2018.
- b. Amend Section 1.8 of the General Provisions of the Agreement by increasing the current Price Limitation of \$4,184,876 by \$1,227,032 to a new price limitation of \$5,411,908.

2. Section 1.3 Non-Exclusive Not to Exceed Contract, first paragraph shall be replaced as follows:

This is a Non-Exclusive Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$5,411,908.

3. Under Section 4.0 Contract Management, 4.1 TELVENT Project Principle shall be amended as follows:

Alfredo Escriba' Gallego
Transportation NA, Senior Vice President
211 East 7th Street Suite 800
Austin, Texas 78701
Tel: 1-512-592-5894
Fax: 1-512-423-9608

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING
Bureau of Turnpikes - Contract #-2010-007
CONTRACT AMENDMENT 2**

4. Under Section 13 General Provisions, Subsection 13.6 Dispute Resolution, Disputed Resolution Responsibility and Schedule Table of the Agreement shall be replaced as follows:

LEVEL	TELVENT	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Paul Muzzey Project Manager	John Corcoran State Project Manager (PM)	5 Business days
First	Darby Swank Director of R&D	Christopher Waszczuk Administrator	10 Business days
Second	Alfredo Escriba' Gallego Transportation NA, Senior Vice President	Bill Cass Assistant Commissioner	15 Business days

II. Exhibit A of the Agreement is hereby amended as follows:

1. Under Section 2 Key Deliverables, Milestones, and Activities Schedule, replace the Implementation Schedule - Activities / Deliverables / Milestones Table as follows:

Maintenance Schedule			
	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hampton)	Annual Support	7/1/15- 6/30/18
	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hooksett)	Annual Support	7/1/15- 6/30/18

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING
Bureau of Turnpikes - Contract #-2010-007
CONTRACT AMENDMENT 2**

III. Exhibit B: Price and Payment Schedule of the Agreement is hereby amended as follows:

1.1 Non-Exclusive Not to Exceed

This is a Non-Exclusive Not to Exceed (NTE) Contract totaling \$5,411,908 for the period between the Effective Date through June 30, 2018. TELVENT shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow TELVENT to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 3: Open Road Tolling Maintenance				
Fiscal Year 2016				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
1	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hampton)	July 1, 2015 - June 30, 2016	\$10,155	\$121,860
2	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hooksett)	July 1, 2015 - June 30, 2016	\$10,155	\$121,860
3	IDRIS Firmware update includes testing	July 1, 2015 - June 30, 2016		\$65,000
4	Maintenance Contingency	July 1, 2015 - June 30, 2016		\$35,000
FY 16 Maintenance Total				\$343,720

Fiscal Year 2017				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
5	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hampton)	July 1, 2016 - June 30, 2017	\$10,510	\$126,120
6	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hooksett)	July 1, 2016 - June 30, 2017	\$10,510	\$126,120

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING
Bureau of Turnpikes - Contract #-2010-007
CONTRACT AMENDMENT 2**

7	Janus Multiprotocol Reader upgrade at Hooksett and Hampton includes development, testing, implementation and all materials/equipment/labor	July 1, 2016 - June 30, 2017		\$300,000
8	Maintenance Contingency	July 1, 2016 - June 30, 2017		\$35,000
			FY 17 Maintenance Total	\$587,240

Fiscal Year 2018				
Reference Number	Deliverable	Duration	Monthly Cost	Fiscal Year Cost
9	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hampton)	July 1, 2017 - June 30, 2018	\$10,878	\$130,536
10	In-Lane Maintenance by Lane & ORT Plaza/Host Hardware and System Maintenance (Hooksett)	July 1, 2017 - June 30, 2018	\$10,878	\$130,536
11	Maintenance Contingency	July 1, 2017 - June 30, 2018		\$35,000
			FY 18 Maintenance Total	\$296,072
Contract Amendment #2 Maintenance Total				\$1,227,032

Table 4 – Amendment 2 Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 7/1/2015 - 6/30/2016	SFY 7/1/2016 - 6/30/2017	SFY 7/1/2017 - 6/30/2018
Project Principle	\$317.67	\$328.79	\$340.29
Project Manager	\$206.47	\$213.70	\$221.18
Assistance Project Manager	\$206.47	\$213.70	\$221.18
Quality Assurance Manager	\$206.47	\$213.70	\$221.18
Technical (Software) Manager	\$166.77	\$172.61	\$178.65
Installation Manager	\$174.71	\$180.83	\$187.15
System Administrator	\$158.83	\$164.39	\$170.14
Software Architect	\$158.83	\$164.39	\$170.14
Software Development Engineer	\$158.83	\$164.39	\$170.14
Maintenance Technician	\$71.03	\$73.52	\$76.09

2010-007 Contract Amendment #2

Initial all pages

TELVENT's initials AEL Date: June 4th 2015

Page 4 of 6

S:\Turnpikes\Toll System\Telvent Caseta\Contract Documents\FY 16-17-18 Extension\2010-007 Contract Amendment #2 6-2-15
Telvent.DOC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING
Bureau of Turnpikes - Contract #-2010-007
CONTRACT AMENDMENT 2

Administrative Assistant(s)	\$71.48	\$73.98	\$76.57
Tester	\$119.12	\$123.29	\$127.61
Senior System Engineer	\$190.59	\$197.26	\$204.17
Technical Writer	\$103.24	\$106.86	\$110.60

Table 5 Contract 2010-007 Open Road Tolling-

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
Contract #2010-007	Original Contract	August 19, 2009 through June 30, 2012	\$1,987,205.00
Contract #2010-007 Amendment # 1	Amendment 01	June 30, 2012 through June 30, 2015	\$2,197,671.00
Contract #2010-007 Amendment # 2	Amendment 02	June 30, 2015 through June 30, 2018	\$1,227,032.00
	CONTRACT TOTAL		\$5,411,908.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
OPEN ROAD TOLLING
Bureau of Turnpikes - Contract #-2010-007
CONTRACT AMENDMENT 2

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Alfredo Escriba, Gallego, Transportation NA, Senior Vice President
Telvent USA, LLC

Date: June 4th 2015

Corporate Signature Notarized:
STATE OF MD

COUNTY OF Montgomery

On this the 4th day of June, 2015, before me, Susan Orr,
the undersigned Officer Alfredo Escriba, personally appeared and acknowledged her/himself to be the
Sr Vice President, of Telvent USA, LLC, a corporation, and that
she/he, as such Alfredo Escriba being authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by her/himself as
Sr Vice President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

(SEAL)

My Commission Expires: 6/1/2018

William Cass, PE, Assistant Commissioner
State of New Hampshire Department of Transportation

Date: 6/7/15

Approval by Attorney General Office

Date: 6/8/15

Approval by the Governor and Council

Date: _____

**Unanimous Written Consent Of the Board of Managers of
Telvent USA, LLC
Effective the 8th day of September, 2014**

The undersigned, being all of the members of the Board of Managers (the "Board") of Telvent USA, LLC, a Delaware limited liability company (the "Company"), as of September 8, 2014, acting pursuant to the Delaware Limited Liability Company Act, hereby consent to the adoption of the following resolutions as if such resolutions had been adopted at a duly convened meeting of the Board:

Whereas, the Board has determined it is in the best interest of the Company to name all of the officers of the Company.

Now, therefore, be it:

- A. Resolved that the Corporation's Financial Statements for the year ending December 31, 2013 are hereby approved and adopted.
- B. Resolved, that as of the date first written above, the persons listed below are appointed or confirmed as Officers of the Company with the titles set out opposite their names and with authority to sign contracts, instruments and other documents on behalf of the Company in accordance with the provisions of Section 2 of this resolution appearing below such list:

Section 1:

<u>Name</u>	<u>Office / Position</u>
John Leiferman	President
<u>Energy</u>	
Larry Stack	Segment President, Global Solutions, Oil & Gas
Marilyn Carpenter	Vice President, Oil & Gas Segment Expertise Center
Stuart Barvir	Vice President, Oil & Gas Pipelines & Upstream Sales
Trevor MacMaster	Vice President, Solutions Delivery, Oil & Gas
Jeff Forbes	Vice President, Professional & Technical Services, Oil & Gas
Douglas Engerman	Vice President, Electric Utilities
Mike Tankersley	Director, Pipeline Simulation
Joanna Lyons	Director, Global Solutions, Oil & Gas
James Wahrenberger	Director, Global Solutions, Oil & Gas
Drew Dittler	Director of Operations, Electric Utilities
<u>Transportation</u>	
Alfredo Escriba Gallego	Senior Vice President, Transportation NA
Steve Haddix	Vice President, Services
Andrew Johnson	Vice President, Transportation
Aurelien Dubly	Business Controller, Transportation
Darby Swank	Vice President, Electronic Tolling
Pablo Garcia Sanchez	Vice President, Tolling
<u>Environment</u>	
Paul McNally	Director, Environment
<u>Corporate Services</u>	
Cyril Helbert	Chief Financial Officer
Tom Dilworth	Chief Accounting Officer
James Danley	Vice President, Treasurer
Oscar Leal	Vice President, Accounting
Alesa Allison	Vice President, Operations North America
Robert Murray	Vice President Tax & Customs, Americas
Mary Kibble	Secretary
Robert Brodsky	Assistant Secretary
Deborah A. Wiebe	Assistant Secretary
Victor Copeland	Assistant Secretary

Section 2:

Definitions:

"Ordinary Contracts" means:

- (a) Contracts, purchase orders, tenders, bids and subcontracts for the purchase or sale of goods and/or services by the Company, including insurance contracts and policies less than or equal to U.S. \$2,000,000; and
- (b) Other contracts, instruments and other documents appropriate to ordinary course of business of the Company (other than Special Contracts and Restricted Contracts).

"Special Contracts" means:

- (a) Contracts, purchase orders, tenders, bids, and subcontracts for the purchase or sale of goods and/or services by the Company, including insurance contracts and policies in excess of U.S. \$2,000,000.

"Restricted Contracts" means

- (a) Checks, promissory notes, bills of exchange, orders for the payment of money and other paper, negotiable or otherwise;
- (b) Financial contracts on exchange rate insurance, derivatives, commodities, interest rate hedging, options futures and similar arrangements;
- (c) Guarantees by the Company of the payment or performance of any obligation of a third party;
- (d) Credit and loan agreements, agreements of bank credit facilities for loans, factoring, bank guarantees, letters of credit, confirmed bank payments to suppliers and other agreements relating to the borrowing of money;
- (e) Contracts for the sale or acquisition of any business or the purchase or sale of shares or capital stock of the Company or any other entity; and
- (f) Contracts involving the purchase and sale of real/immovable property.

Ordinary Contracts: Ordinary Contracts may be signed on behalf of the Company by any Officer of the Company or by such person or persons as the Board may specifically authorize by a resolution for particular contracts.

Special Contracts: Special Contracts may be signed on behalf of the Company by any two Officers of the Company jointly or by such person or persons as the Board may specifically authorize by a resolution for particular Special Contracts.

Restricted Contracts: Restricted Contracts shall be signed on behalf of the Company by two Officers of the Company jointly, one of which must be either:

- The President;
- The Chief Financial Officer;
- The Chief Accounting Officer;
- The Vice President, Treasurer or
- The Vice President, Accounting

or by such person or persons as the Board may, by resolution, authorize for a specific Restricted Contract or specific types of Restricted Contracts.

Change Orders

Project Managers are hereby authorized to prepare and sign on behalf of the Corporation quotations, change orders and purchase orders related to the projects for which they are the project manager up to a value of \$50,000.

Resolved, that any and all actions heretofore taken by any member of the Board or officer of the Company with respect to the foregoing resolutions, or the consummation of the transactions contemplated thereby, be and hereby are ratified, confirmed, approved and adopted in all respects; and

Resolved, that this Unanimous Written Consent may be executed in counterpart, any of which may be executed and delivered via facsimile or other electronic delivery, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

In Witness Whereof, the undersigned, being all of the members of the Board of the Company, have executed this Unanimous Written Consent.



Tom DiIworth



Larry Stack

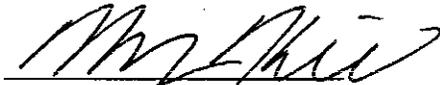


George Powers

**CERTIFICATE OF SECRETARY
TELVENT USA, LLC**

I, Mary Kibble, certify that I am the Secretary of Telvent USA, LLC (the "Company") and that Alfredo Escriba Gallego, who signed the contract RFP 2010-007, Contract Amendment #2 Open Road Tolling for the Company was then the Senior Vice President, Transportation NA and was, in a resolution by the Board of Managers of the Company, that was adopted unanimously by a vote of the Board of Managers, effective September 8, 2014, authorized to sign for and on behalf of the Company such contracts or agreements within the powers, duties and responsibilities of his office. I further certify that said resolution is in full force and effect.

In Witness Whereof, I have hereunto set my hand and the seal of the Company as of the 4th day of June, 2015.

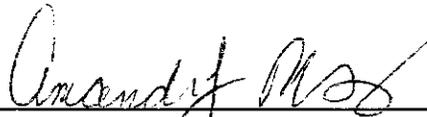


Name: Mary Kibble
Title: Secretary



State of Rhode Island
County of Washington

In West Kingston, in said County, on the 4th day of June 2015, before me personally appeared, Mary Kibble, Secretary of Telvent USA, LLC, to me personally known, and known by me to be the party executing the foregoing instrument on behalf of said corporation, and acknowledged said instrument by him/her executed as his/her free act and deed and the free act and deed of said corporation.



Amanda Morris - NOTARY PUBLIC

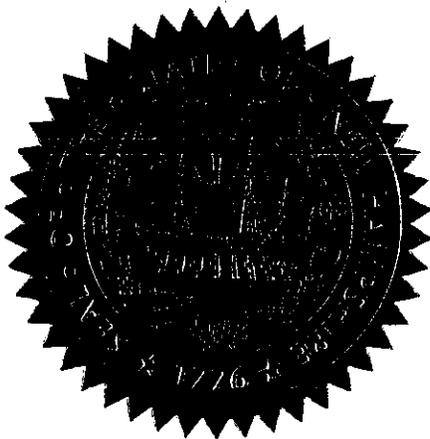
Id. No.: 59718

My commission expires: 11/26/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Telvent USA, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on April 23, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of June, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: MARSH USA INC. 99 HIGH STREET BOSTON, MA 02110 Attn: boston.certrequest@marsh.com / Fax: 212.948.4377		CONTACT NAME: PHONE (A/C No., EXT): E-MAIL ADDRESS:		FAX (A/C, No.):	
838732-Tel-GAWUP-15-16 WEBE		INSURER(S) AFFORDING COVERAGE			
INSURED TELVENT USA, LLC 1390 PICCARD DRIVE, SUITE 200 ROCKVILLE, MD 20850		INSURER A: National Union Fire Insurance Company		NAIC # 19445	
		INSURER B: New Hampshire Insurance Co.		23841	
		INSURER C: HDI-Grifing America Insurance Company		41343	
		INSURER D: Illinois National Insurance Company		23817	
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: NYC-006574032-11 REVISION NUMBER: 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2352804	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
		<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT				MED EXP (Any one person)	\$ 5,000
			<input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
A	AUTOMOBILE LIABILITY			3814957 (AOS)	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			3814955 (MA)	01/01/2015	01/01/2016	BODILY INJURY (Per person)	\$
B	<input type="checkbox"/> ALL OWNED AUTOS			3814956 (VA)	01/01/2015	01/01/2016	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							PHYSICAL DAMAGE	\$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUD11986-03	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED							\$
	<input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			011953043 (AOS)	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT	\$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
D	PROFESSIONAL E&O LIABILITY			02-306-52-69	01/01/2015	01/01/2016	PER OCCURRENCE	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The State of New Hampshire Department of Transportation is included as additional insured with respect to General and Auto liability

CERTIFICATE HOLDER NH Dept. of Transportation Office of Federal Compliance 7 Hazen Drive Concord, NH 03302-0483		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sarah A. Stevenson	
		<i>Sarah A. Stevenson</i>	

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AGENCY CUSTOMER ID: 838732

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED TELVENT USA, LLC 1390 PICCARD DRIVE, SUITE 200 ROCKVILLE, MD 20850	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL NAMED INSUREDS INCLUDES THE FOLLOWING:

Telvent Farradyne Engineering, P.C.
Telvent Services, Inc.

ADDITIONAL WORKER'S COMP POLICIES: 01/01/15 - 01/01/16

Policy Numbers are as follows:

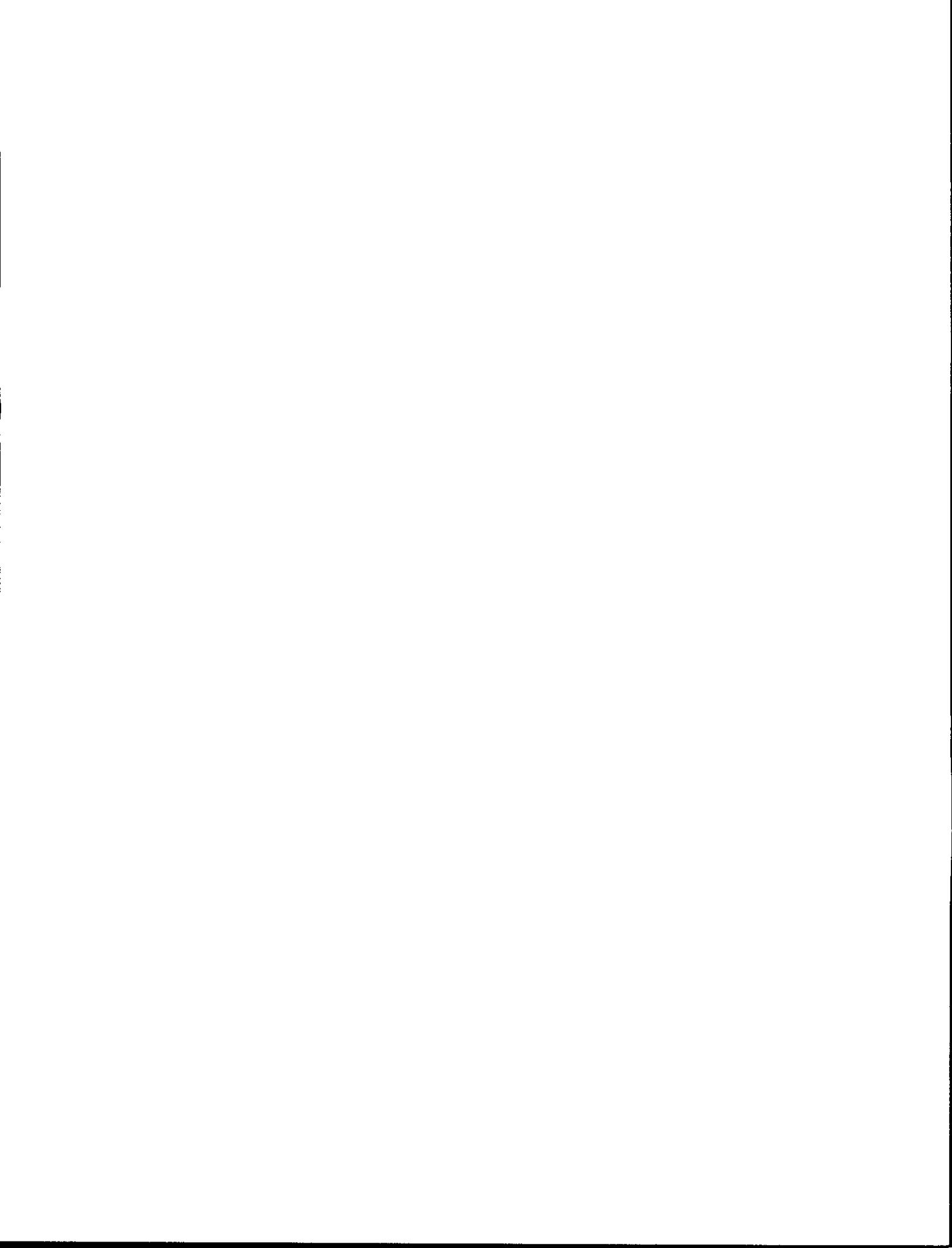
- WC 011953043 (AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV) - New Hampshire Insurance Company
- WC 011953044 (CA) - New Hampshire Insurance Company
- WC 011953045 (FL) - New Hampshire Insurance Company
- WC 011953047 (MA, ND, OH, WA, WI, WY) - New Hampshire Insurance Company
- WC 011953046 (MN) New Hampshire Insurance Company
- WC 011953048 (IL, KY, NC, NH, UT, VT) New Hampshire Insurance Company
- WC 011953049 (NJ, PA) New Hampshire Insurance Company
- WC 011953050 (ME) New Hampshire Insurance Company
- WC 011953051 (AZ, VA) New Hampshire Insurance Company

FUERTO RICO. WC IS PURCHASED THROUGH THE STATE FUND AS FUERTO RICO IS MONOPOLISTIC.

OHIO ONLY EXCESS WORKERS COMP: 01/01/15 - 01/01/16

000000 National Union Fire Insurance Company

EACH ACCIDENT: \$3,000,000
DISEASE-POLICY LIMIT: \$3,000,000
DISEASE-EACH EMPLOYEE: \$3,000,000
SELF-INSURED RETENTION: \$2,000,000





THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT,
SR
COMMISSIONER

G+C
#103
5/23/12

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

May 3, 2012

Bureau of Turnpikes

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to exercise contract renewal options with Telvent USA, LLC (TELVENT), Austin, Texas 78701, Vendor # 201786 for the first of two 3-year maintenance services at Hampton Mainline Toll Plaza, and for the installation of Open Road Tolling (ORT) at the Hooksett Mainline Toll Plaza and maintenance for two years, in an amount not to exceed \$2,197,671 for July 1, 2012 to June 30, 2015. This contract amendment increases the original contract from \$1,987,205 to \$4,184,876. The original contract was approved by Governor and Council on August 19, 2009, item #255. 100% Turnpike Funds.

Funding is available as follows with the authority to adjust encumbrances for the State fiscal year through the Budget Office if needed and justified.

FY 2013

04-96-96-961017-7511	
Toll Collection Equipment	
030-500311 Equipment Hooksett ORT Deliverables	\$1,349,781

FY 2013 FY2014 FY2015

04-96-96-961017-7050			
Toll System Maintenance Expenses			
024-500225 Contract Repairs -Equipment	\$184,908	\$327,510	\$335,472

Funding for FY 2014 and 2015 is contingent upon availability and continued appropriation of funds.

EXPLANATION

On August 19, 2009, Governor and Council approved the original contract with TELVENT for the installation and maintenance of ORT at Hampton Mainline Toll Plaza to be effective for a 3-year period through June 30, 2012. The contract also included provisions for installation of ORT at Hooksett Mainline Toll Plaza and for two 3-year maintenance extensions for Hampton and Hooksett ORT through June 30, 2018.

This request is for the installation of the ORT equipment at the Hooksett Mainline Toll Plaza within the previously authorized highway construction of the Hooksett ORT project (State # 15803, G&C item # 137 approved on March 28, 2012). This request also includes a three-year continuation of TELVENT's maintenance contract for the Hampton ORT lanes covering FY 2013 through 2015 and for the first two years of maintenance for the Hooksett ORT lanes covering FY 2014 and 2015.

The Hooksett ORT portion of the contract involves the software development, testing and installation of the proposed ORT equipment. The ORT equipment will specifically support revenue collection and violation enforcement for the proposed ORT lanes at the Hooksett Mainline Toll Plaza and will interface with the current customer service and violation processing center already operated by a third party under a separate contract. The ORT equipment deployment will be concurrent with the ongoing highway construction activities that are required for the installation of the ORT Lanes. The ORT portion of the plaza will consist of a total of four highway lanes (two for northbound and two for southbound traffic) that will enable the toll plaza to collect revenue and enforce violations of vehicles traveling through the plaza in these lanes at highway speeds. These lanes will be barrier separated from opposing directions and from the existing cash collection lanes at the toll plaza. The ORT lanes are scheduled to be open to traffic on June 14, 2013.

Costs for the Hooksett ORT equipment were developed using the price structure contained in the original Hampton ORT contract adjusted by 3.5% for cost escalation as permitted by the contract, and includes upgraded cameras, UPS devices and AVI (Automatic Vehicle Identification) equipment.

TELVENT will also provide emergency and preventative maintenance of the ORT equipment, twenty-four hours a day, and seven days a week. This is particularly important in regard to *E-ZPass* toll collection equipment. The funding of the toll system maintenance portion of the contract will cover the following:

- TELVENT maintenance staff labor costs
- New and replacement toll system parts & installation
- Software enhancements and upgrades
- Damage to equipment

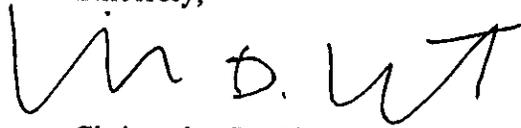
Maintenance costs have been calculated using the base in-lane maintenance costs of \$109,908 per year per plaza that was contained in the original Hampton ORT contract adjusted by 3.5% per year for FY 2014 and FY 2015, and includes \$75,000 (FY2013), \$100,000 (FY2014), and \$100,000 (FY 2015) for maintenance contingencies. These contingencies are needed for unanticipated repairs and/or replacements of damage items from motor vehicle accidents, unforeseen maintenance repairs or weather events (i.e. lightning strikes can cost up to \$45,000 per event).

TELVENT installed the Hampton ORT system and has demonstrated its ability to provide timely routine maintenance, and respond quickly and efficiently to unscheduled events to ensure the ORT system at the Hampton Plaza operates at a high level during the past two years of their maintenance contract. As such the Department recommends that TELVENT be awarded the three-year contract extension. One more 3-year extension exists within the TELVENT contract for the maintenance of Hampton and Hooksett Mainline Toll Plaza ORT lanes at the sole discretion of the State.

The contract has been approved by the Attorney General as to form and execution. Funding is available for Fiscal Year 2013 and for the installation of Hooksett ORT. Funding for 2014 and 2015 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

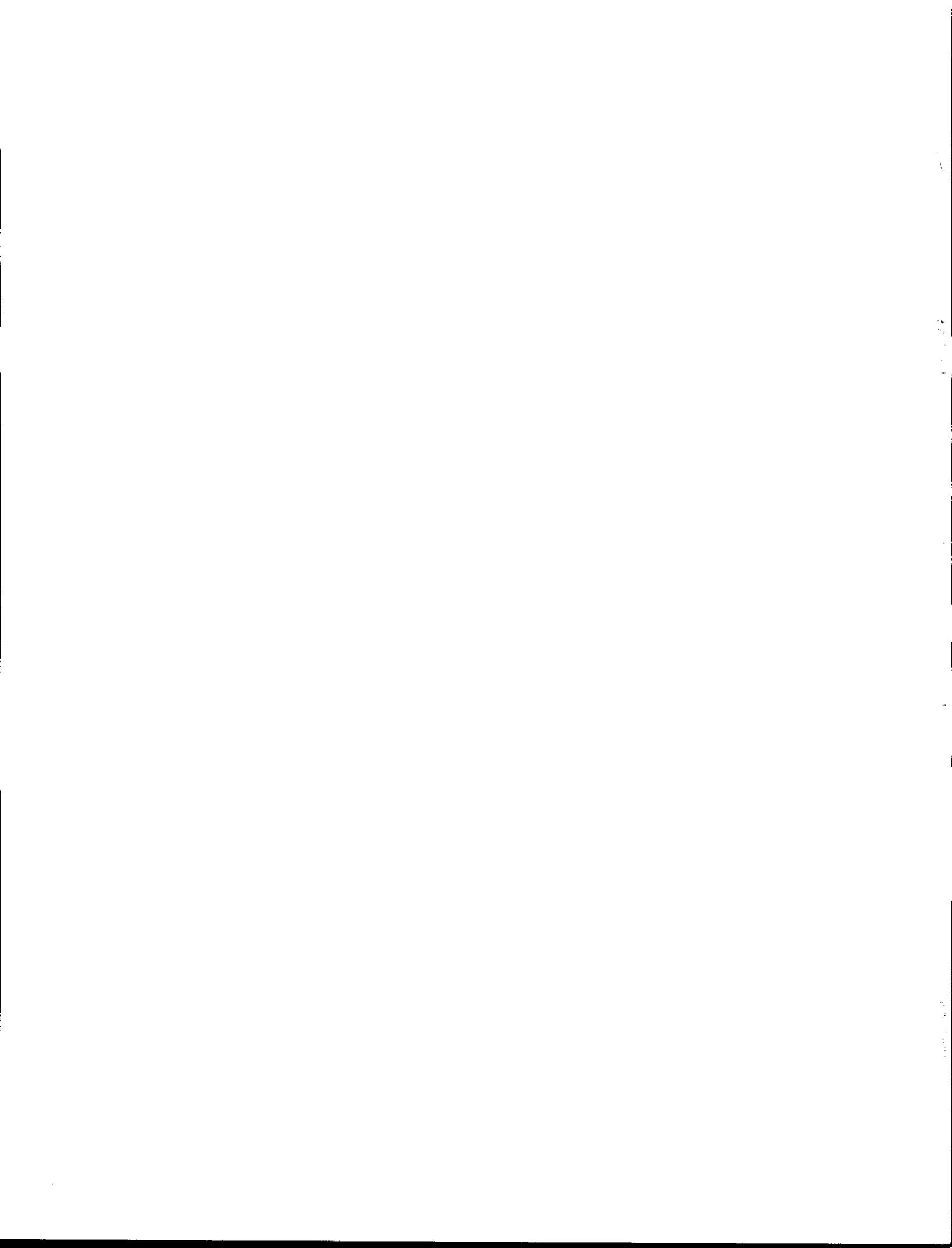
It is respectfully requested that this resolution be approved.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

cc: D. Brillhart, C. Waszczuk, J. Corcoran



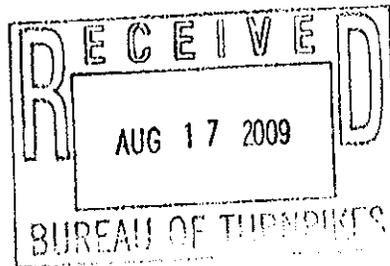


THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER



August 11, 2009
Bureau of Turnpikes

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

August 19, 2009
255

REQUESTED ACTION

- 1. Authorize the Department of Transportation to enter into a Contract with Telvent Caseta Inc., Austin, Texas Vendor # 201786 B001 in the amount of \$1,987,205.00 for the installation and maintenance of Open Road Tolling at Hampton Mainline Toll Plaza, effective upon Governor and Council approval, through June 30, 2012 with an option to renew for up to two 3-year option periods subject to Governor and Council approval. 100% Turnpike Funds.
2. Further, authorize the Department of Transportation to exercise an option to install Open Road Tolling at the Hooksett Mainline Toll Plaza, subject to Governor and Council approval.

Funding is available as follows:

Table with 4 columns: Description, FY 2010, FY 2011, FY 2012. Rows include Toll Collection Equipment (1,726,805), Toll System Maintenance Expense (141,180), and Contract Repairs - Equipment (119,220).

The requested encumbrance for FY 2012 is contingent upon the availability and continued appropriation of funds.

EXPLANATION

The above referenced contract involves engaging one vendor to perform the design, testing, installation and maintenance services for the tolling system associated with the proposed open road tolling (ORT) lanes to be constructed at the Hampton Mainline Toll Plaza. This contract is part of several contracts associated with the overall work to convert and update the toll plaza to

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

include ORT. This contract specifically only addresses the procurement of the ORT system and the related maintenance services under RFP 2010-007.

The initial portion of the contract involves the design, testing and installation of the proposed ORT system. The ORT system will specifically support revenue collection and violation enforcement for the proposed ORT lanes at the Hampton Mainline Toll Plaza and will interface with the current customer service and violation processing center already operated by a third party under an existing contract. The ORT system deployment will occur concurrent with the ongoing highway design and proposed construction activities that are required for the installation of the ORT Lanes. The ORT portion of the plaza will consist of a total of four highway lanes (two for northbound and two for southbound traffic) that will enable the toll plaza to collect revenue and enforce violations of vehicles traveling through the plaza in these lanes at highway speeds. These lanes will be barrier separated from opposing directions and from the existing cash collection lanes at the toll plaza. The ORT lanes are scheduled to be open to traffic on May 31, 2010.

In addition to the deployment of the ORT lanes, the second portion of the contract includes maintenance services for the ORT system. The scope of work covers all preventative, predictive and corrective maintenance required to support the new ORT system.

The combined implementation and maintenance contract is a non-exclusive, not to exceed contract and has a duration of approximately 34 months with contract completion on June 30, 2012, and options at the sole discretion of the State, to extend for up to two 3-year terms up to but not beyond June 30, 2018.

The contract also includes an option, at the sole discretion of the State, to install an ORT system at the Hooksett Mainline Toll Plaza. Assuming the successful implementation of the ORT system in Hampton, the Department reserves the right to accept the cost for the Hooksett ORT system as identified in the vendor's proposal.

The ORT project's authorization is included in House Bill 391, which was signed into law by the Governor on June 30, 2009.

On May 28, 2009, the Department publicly advertised for proposals for the ORT implementation and maintenance contract under RFP 2010-007. During the response period, the Department conducted a Vendor Conference for all vendors who responded with an intent to submit and entertained questions and/or inquires from the Vendors. Proposals were received from the following vendors in accordance with the requirements for submission, including the stipulated deadline of July 1, 2009:

ACS State & Local Solutions, Inc.
Telvent Caseta
TransCore, LP
TRMI Systems Integration

Proposals from each vendor were reviewed by the ORT RFP Selection Committee, comprised of four senior Turnpike staff and two D.O.I.T. staff, along with technical review support by the Bureau of Turnpikes tolling consultant, HNTB Corporation. On July 14, 2009,

the Selection Committee held interviews with the four vendor teams, where each team conducted a presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; and participated in an open question and answer period. Following the interviews on July 14, 2009, the Selection Committee met to rate the Proposals and discuss the Vendor Interviews.

The Selection Committee used the table below to rate the technical aspect of each proposal taking into account the ORT system design and technical approach; ability to execute and meet the project schedule; system maintenance and warranty approach; and firm's qualifications, project team, capabilities and references. The technical aspect accounted for 50 of total 100 maximum points. A minimum of 35 points was required, as specified in the RFP, for further consideration in the overall selection process. Vendors whose proposal did not receive a technical score of 35 points or higher, were removed from further consideration, had their corresponding price proposal returned unopened to the applicable vendor.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	50
<i>ORT System Design and Technical Approach (30%)</i>	15
<i>Ability to Execute and Meet the Project Schedule (30%)</i>	15
<i>System Maintenance and Warranty Approach (20%)</i>	10
<i>Firms Qualifications, Project Team, Capabilities and References (20%)</i>	10
*PRICE PROPOSAL POTENTIAL MAXIMUM POINTS	50
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

*The following formula was used to assigned points for the price proposal: Vendor's Price Score = (Lowest Proposed Price/Vendor's Proposed Price) x 50

Based on the above-mentioned analysis, the Selection Committee identified three (3) vendors with technical scores exceeding 35 and worthy of consideration in the selection process. The fourth vendor, TRMI Systems Integration, did not receive a passing technical score and the proposal submission was disqualified from further consideration. In addition, the corresponding price proposal was returned unopened to the vendor.

The following table outlines the Committee's technical scoring, each firm's fixed price proposal, corresponding price score and total score.

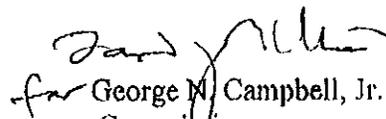
Vendor	Technical Score (max. 50 points)	ORT System & Maintenance Price	Price Score (max 50 points)	Total Score
ACS	44.80	\$2,674,249	36.66	81.46
Telvent Caseta	42.91	\$1,960,985	50	92.91
TransCore	39.79	2,418,241	40.56	80.33

Based on the abovementioned, the ORT RFP Selection Committee recommended the firm of Telvent-Caseta with a non-exclusive, not to exceed price of \$1,987,205 be approved for an approximate 34-month agreement ending on June 30, 2012, with the option at the sole discretion of the State to extend for up to two 3-year terms up to but not beyond June 30, 2018. Telvent Caseta, Inc. has agreed to furnish the necessary services to design, test, install and maintain the ORT system for a price not to exceed \$1,987,205.

This contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available for FY 2010 and FY 2011. Copies of the fully executed contract are on file at the Secretary of States office and the Department of Administrative Service's office and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into a contract for the professional services and tolling equipment as outlined above.

Sincerely,


for George M. Campbell, Jr.
Commissioner

cc: C. Waszczuk
J. Corcoran